

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	⋮	⋮
KEVIN O'KEEFE	⋮	Bk. No. 08-10001 JKF
A/K/A KEVIN S. O'KEEFE	⋮	
STACY O'KEEFE	⋮	
A/K/A STACY L. O'KEEFE	⋮	Chapter No. 13
	Debtors	⋮
CITIMORTGAGE, INC.	⋮	⋮
	Movant	11 U.S.C. §362
	⋮	⋮
v.	⋮	⋮
	⋮	⋮
KEVIN O'KEEFE	⋮	⋮
A/K/A KEVIN S. O'KEEFE	⋮	⋮
STACY O'KEEFE	⋮	⋮
A/K/A STACY L. O'KEEFE	⋮	⋮
	Respondents	⋮

**MOTION OF CITIMORTGAGE, INC. FOR RELIEF FROM AUTOMATIC STAY
UNDER §362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

3Movant, by its attorneys, PHELAN HALLINAN & SCHMIEG, LLP, hereby requests a termination of Automatic Stay and leave to foreclose on its mortgage on real property owned by Debtors KEVIN O'KEEFE A/K/A KEVIN S. O'KEEFE AND STACY O'KEEFE A/K/A STACY L. O'KEEFE.

1. Movant is **CITIMORTGAGE, INC.**
 2. Debtors KEVIN O'KEEFE A/K/A KEVIN S. O'KEEFE AND STACY O'KEEFE
A/K/A STACY L. O'KEEFE are the owners of the premises located at **341 ROBINSON DRIVE,**
BROOMALL, PA 19008-3724, hereinafter known as the mortgaged premises.
 3. Movant is the holder of a mortgage on the mortgaged premises.
 4. Debtors failure to tender monthly payments in a manner consistent with the terms
of the Mortgage and Note result in a lack of adequate protection.
 5. Movant wishes to institute foreclosure proceedings on the mortgage because of
Debtors failure to make the monthly payment required hereunder.
 6. As of the date of the filing of this motion, Debtors have failed to tender post-petition
mortgage payments for the months of December 2009 through March 2010. The monthly payment for the
month of December 2009 is \$2,359.12, payment for the months of January 2010 through March 2010 are

\$2,375.69, with an accrued late charge in the amount of \$843.36, less suspense in the amount of \$450.22, for a total amount due of \$9,879.33.

7. The next payment is due on or before April 1, 2010 in the amount of \$2,375.69.

Under the terms of the Note and Mortgage, Debtors have a continuing obligation to remain current post-petition and failure to do so results in a lack of adequate protection to Movant.

8. Movant, **CITIMORTGAGE, INC.** requests the Court award reimbursement in the amount of \$800.00 for the legal fees and costs associated with this Motion.

9. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

10. Rule 4001 (a)(3) should not be applicable and **CITIMORTGAGE, INC.** should be allowed to immediately enforce and implement the Order granting relief from the Automatic Stay.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. modifying the Automatic Stay under §362 with respect to the mortgaged premises as to permit Movant to foreclose on its mortgage and allow Movant or any other purchaser at Sheriff's Sale to take any legal or consensual action for enforcement of its right to possession of, or title to, said premises (such actions may include but are not limited to the signing of a deed in lieu of foreclosure or entering into a loan modification agreement) and for legal fees and costs incurred with regard to this Motion; and

b. that Rule 4001(a)(3) is not applicable and **CITIMORTGAGE, INC.** may immediately enforce and implement the Order granting relief from the automatic stay; and

c. granting any other relief that this Court deems equitable and just.

/s/ Peter J. Mulcahy, ESQUIRE
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Dated: March 17, 2010